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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

KYLE CHRISTNER)	Case No.:
)	
Plaintiff,)	
)	COMPLAINT FOR DECLARATION
vs.)	OF AUTHORSHIP AND
)	OWNERSHIP, AN ACCOUNTING,
MIKE SHINODA, ROB BOURDON,)	DAMAGES, AND OTHER RELIEF
BRAD DELSON, JOSEPH HAHN,)	
MACHINE SHOP ENTER-)	
TAINMENT LLC, WARNER)	<u>DEMAND FOR JURY TRIAL</u>
RECORDS INC., and DOES 1-10,)	(F.R.C.P. Rule 38)
)	
Defendants)	
)	

1 For his complaint against Defendants Mike Shinoda, Rob Bourdon, Brad
2 Delson, Joseph Hahn, Machine Shop Entertainment LLC, Warner Records Inc., and
3 Does 1 through 10, Plaintiff Kyle Christner alleges the following:
4

5 **Nature of the Case**
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7 1. The individual Defendants are members of Linkin Park, one of the most
8 successful rock bands in the world. Plaintiff Kyle Christner, an accomplished bass
9 guitarist, is a former member of Linkin Park. In 1999, the year that Linkin Park
10 signed its first major record deal, Christner collaborated on and recorded numerous
11 songs with the band.
12

13 2. In 2020, Linkin Park released a 20th anniversary box set edition of its
14 landmark studio album, *Hybrid Theory*. Christner is a joint creator of many tracks
15 in the box set. For example, he played bass on and collaborated in composing “Could
16 Have Been,” a song that had never previously been released in any form and now
17 has nearly a million views on YouTube alone. An industry professional who worked
18 with Linkin Park in its early days repeatedly praised Christner’s bass work.
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21 3. Christner has never been paid a penny for his work with Linkin Park,
22 nor has he been properly credited, even as Defendants have benefitted from his
23 creative efforts. Accordingly, Christner seeks a declaration of copyright authorship
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1 and ownership, an accounting of all of the profits received by the Defendants from
2 relevant works jointly created with Christner that appear in the box set or otherwise,
3
4 and damages to compensate Christner for the profits gained at his expense.

5
6 **The Parties**

7 4. Plaintiff Kyle Christner is an individual residing in California.

8 5. Defendant Mike Shinoda is an individual residing, on information and
9 belief, in California and in this District.
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11 6. Defendant Rob Bourdon is an individual residing, on information and
12 belief, in California and in this District.
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14 7. Defendant Brad Delson is an individual residing, on information and
15 belief, in California and in this District.
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17 8. Defendant Joseph Hahn is an individual residing, on information and
18 belief, in California and in this District.
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20 9. Defendant Machine Shop Entertainment LLC is a limited liability
21 organized under the laws of the State of California with a principal place of business
22 in California and in this District.
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1 partnership, joint venture, conspiracy, ownership, and/or common enterprise.
2 Further, on information and belief, the acts and omissions of each Defendant were
3 known to, authorized by, or ratified by the other Defendants.
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5 **Jurisdiction and Venue**

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7 15. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331,
8 1338(a), and 1367(a) because this action seeks a declaration of authorship and
9 ownership of copyrights under the U.S. Copyright Act, and because this action
10 asserts state law claims that are so related to the claims under federal law that they
11 form part of the same case or controversy.
12

13
14 16. Venue is proper in this District under 28 U.S.C. §§ 1391(b) because a
15 substantial part of the events or omissions giving rise to Plaintiff's claims occurred,
16 or a substantial part of the property that is the subject of the action is situated, in this
17 District, and because at least one Defendant resides in this District and, on
18 information and belief, all Defendants reside in California.
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21 **General Allegations**

22 17. Plaintiff Kyle Christner is an accomplished bass guitar player.
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1 27. In or around October 1999, the band's other members abruptly
2 informed Christner that he was no longer a member of the band.
3

4 28. No explanation for the decision was given.

5 29. Christner had no further contact with the band after that point.
6

7 30. Around the same time, Linkin Park signed a recording contract with
8 Warner.
9

10 31. In 2000, Linkin Park released its debut studio album. This album, an
11 LP, was also called *Hybrid Theory* (the "LP").
12

13 32. In 2001, the EP was reissued in a fan club edition.

14 33. On this reissue, Christner's name was removed from EP.
15

16 34. In 2020, in commemoration of the LP, Linkin Park released *Hybrid*
17 *Theory: 20th Anniversary Edition Super Deluxe Box Set* (the "Box Set"), which is
18 sold and otherwise made available in physical and digital formats.
19

20 35. Warner published the Box Set.

21 36. The Box Set includes a reissue of the EP.

22 37. Though Christner was once under the misimpression that his bass parts
23 were re-recorded on the EP after he left the band, he has, upon closer review,
24 identified his bass playing on the edition of the EP included in the Box Set.
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1 47. One or more tracks in the Box Set on which Bennington sings and
2 Christner plays, including “Blue,” appears to have been mistakenly dated 1998,
3 before Bennington or Christner joined the band.
4

5 48. In addition to performing on the sound recordings, Christner also
6 helped compose songs and versions of songs included in the Box Set.
7

8 49. In an online interview, Shinoda commented on the band’s songwriting
9 process, which often involved all of its members.
10

11 50. Commenting on the massively popular song, “In the End,” Shinoda
12 stated: “I came up with the piano and the chorus music and chorus lyrics.
13 Then Brad [Delson, guitar] came up with the guitar in the verse and we worked on
14 the bassline and composition. From there, I think everybody in the band began
15 chipping in and adding their parts and critiquing each other’s parts.”
16
17

18 51. Nonparty Jeff Blue, who worked closely with Linkin Park when they
19 were recording the EP and various demos, said of one track recorded with Christner,
20 “The bass line is sick,” and of another, “Even the bass line is perfect.”
21

22 52. The words “Additional Bass by Kyle Christner” appear on *Forgotten*
23 *Demos*.
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1 53. However, there is no other attribution to Christner in the Box Set, even
2 though he plays on recordings on all three CDs and the EP.
3

4 54. Christner was not contacted before the Box Set was released.

5 55. Christner first discovered that his work was included in the Box Set
6 approximately two months after its release.
7

8 56. Subsequently, Christner also learned of several earlier compilations of
9 demos and rarities that had been released to Linkin Park's fan club under the series
10 title, "LP Underground."
11

12 57. He also subsequently learned of the fan club reissue of the EP.
13

14 58. These releases included tracks on which Christner played bass.

15 59. Before he learned of the Box Set, Christner had no reason to know that
16 Defendants had been publishing and profiting from the EP and various demos on
17 which he had played.
18

19 60. In or around April 2023, Ryan DeMarti contacted Christner, identifying
20 himself as "Ryan with Linkin Park Management."
21

22 61. DeMarti is Director of Operations at Defendant Machine Shop
23 Entertainment LLC ("Machine Shop"), which, on information belief, handles
24 management and business operations for Linkin Park.
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1 62. DeMarti said to Christner in writing, “I would like to discuss some
2 royalties due from the Hybrid Theory 20th Anniversary release.”
3

4 63. DeMarti later told him in writing, “You get mechanical royalties for 3
5 demos and the 6-song Hybrid Theory EP that you performed on.”
6

7 64. Christner inquired about the basis for the royalties, stating, “I would
8 like to know what you are offering before signing anything.”
9

10 65. On a Zoom call in June 2023, Christner reiterated his request for the
11 basis of the royalty calculation and noted that he believed he was entitled to royalties
12 on more tracks than DeMarti had acknowledged.
13

14 66. Christner followed up with a letter to DeMarti outlining the results of
15 his own initial review, which listed more than twenty songs.
16

17 67. The letter stated that Christner wanted credit for his work.

18 68. Christner’s letter added, “If you do not believe I deserve writing credits
19 on these songs, please state your reasons for that in your response.”
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21 69. On July 11, 2023, DeMarti emailed a pro forma acknowledgement of
22 receipt of the letter.
23

24 70. After that, DeMarti went dark.
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1 71. Subsequently, upon being contacted by counsel, Defendants denied that
2 Christner's work appeared anywhere in the Box Set, with only the "possible
3 exception" of performing on "Could Have Been."

4
5 72. In other words, after admitting that Christner played on at least some
6 tracks included in the Box Set and admitting that Christner was entitled to at least
7 some "mechanical" royalties, which are royalties paid for compositions, Defendants
8 repudiated Christner's co-authorship and co-ownership of the works at issue.
9
10

11 72. Defendants have never given Christner proper credit for his creative
12 contributions to Linkin Park or named him in any copyright registration.
13

14 73. Defendants have never disclosed to Christner the complete basis for
15 calculating any royalties owed to him for sound recordings and compositions.
16

17 74. Defendants never paid Christner a penny for his contributions.

18 75. Defendants have wrongfully profited at Christner's expense.
19

20 **First Claim for Relief**

21 **For Declaration of Copyright Authorship and Ownership**

22 76. Plaintiff incorporates by reference all of the foregoing paragraphs.
23

24 77. An actual controversy has arisen, and now exists, between Christner
25 and Defendants concerning their respective rights and obligations in connection with
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1 various works of authorship that Christner participated in creating, including but not
2 limited to the works identified herein (collectively, the “Works”), in that Christner
3 contends that he is a co-author and co-owner of the Works while Defendants claim
4 exclusive authorship and ownership of the Works.
5

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7 78. Christner seeks a judicial determination of the rights and obligations of
8 the parties with respect to the Works, and a judgment declaring that: (a) Christner is
9 co-author and co-owner of the Works; (b) credit must be attributed to Christner on
10 all publications of the Works in accordance with such judicial declaration; and (c)
11 any existing copyright registrations for the Works must be amended to add, and any
12 future copyright registrations must include, Christner as co-author and co-owner.
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14

15 **Second Claim for Relief**

16 **For an Accounting**

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18 79. Plaintiff incorporates by reference all of the foregoing paragraphs.
19

20 80. When a copyright is owned jointly by two or more persons or entities,
21 such co-owners are treated as tenants-in-common, with each co-owner having an
22 undivided, independent right to use the work, subject to, among other things, a duty
23 to account to and pay other co-owners. This duty to account arises from equitable
24 doctrines relating to unjust enrichment and general principles of co-ownership.
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1 81. As co-owners with Christner, Defendants are under a duty to account
2 to Christner for all profits derived from their exploitation of the Works, and to pay a
3 pro rata share to Christner.
4

5 82. Defendants have failed and refused to provide an accounting or to pay
6 Christner any sum generated as a result of their exploitation of the Works.
7

8 83. The amount of money due to Christner cannot be fully ascertained
9 without an accounting of all of the profits received by the Defendants as a result of
10 their exploitation of the Works.
11

12 84. As a result of Defendants' failure and refusal to account to Christner
13 with respect to the Works, Christner has been damaged in an amount to be
14 determined at trial.
15

16 85. Christner is entitled to a constructive trust over his share of the profits
17 from the Works, an award of direct, incidental, and consequential damages, interest,
18 costs, and attorney's fees in accordance with 17 U.S.C. § 905.
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21 **Third Claim for Relief**

22 **For Unjust Enrichment**

23
24 86. Plaintiff incorporates by reference all of the foregoing paragraphs.
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89. It would be unjust for Defendants to retain such benefit without paying Plaintiff his fair share.

90. Defendants are liable to Christner for damages in an amount to be determined at trial for their unjust enrichment at Christner's expense, together with interest and costs.

Plaintiff demands a trial by jury on all matters so triable.

Wherefore, Plaintiff Kyle Christner respectfully requests that the Court grant judgment against Defendants, jointly and severally, as follows:

- (a) A judicial declaration of authorship and ownership;
- (b) An accounting;
- (c) A constructive trust;
- (d) Direct, incidental, and consequential damages;
- (e) Costs;

- 1 (f) Interest;
- 2 (g) Reasonable attorney's fees; and
- 3
- 4 (h) All other relief to which Plaintiff may be justly entitled.
- 5

6 Respectfully submitted,

7 Dated: November 8, 2023

/s/ Larry Zerner
Larry Zerner
ZERNER LAW
Attorneys for Plaintiff

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